

AGRICULTURAL EXPERIMENT STATION AT TINGO MARIA

Memorandum of agreement signed at Washington April 21, 1942

Entered into force April 21, 1942

Amended by agreement of March 17 and June 1, 1948¹

Superseded by agreement of April 21, 1952²

62 Stat. 3474; Treaties and Other
International Acts Series 1866

MEMORANDUM OF AGREEMENT

The Government of the United States of America, through the United States Department of Agriculture, and the Government of Peru desiring to cooperate in the establishment and operation of an agricultural experiment station at Tingo Maria, Peru, for the purpose of promoting the production of basic and strategic tropical products have reached the following agreement:

1. The general functions of the station shall include: (a) agronomic production investigations necessary to permanent agriculture in the Tingo Maria region and in general over the whole of the Peruvian Amazon basin with complementary products, particularly rubber, as the cash crops; (b) extension of approved agricultural practices by the operation of demonstration farms, and by agricultural extension work as liaison between the station and the private farms; (c) the propagation and distribution of planting material to farmers; and (d) cooperation with other agricultural institutions of the Western Hemisphere in the promotion of tropical agriculture through consultation and the exchange of scientific information and personnel.

2. The Government of Peru will make available all land necessary to conduct investigations and demonstration work designed to promote the profitable production of export crops, such as rubber, fibers, insecticides, medicinals, et cetera, and increase the income and foreign trade of the people of Peru. Such land shall be selected by the director of the station in cooperation with the appropriate governmental agency of Peru, and the Government of Peru shall permit the continued use of the land by the experiment station

¹ TIAS 1866, *post*, p. 1274.

² Not printed.

free of charge. The land shall include a minimum of 500 hectares in the vicinity of the central station at Tingo Maria, and at least three other parcels with a minimum of 50 hectares each which shall be representative of various natural land divisions of the Amazonas.

3. The Government of Peru also agrees to construct: (a) residences, complete with furnishings, for the North American and Peruvian members of the staff, except stoves and refrigerators not manufactured in Peru; (b) a laboratory, office and library building for technical work; and (c) service buildings, including repair shops, one or more buildings for the preparation and propagation of plant material, a building for the storage of equipment and plant material, and such buildings as may be needed for studies in live-stock production and the housing of pilot plants for processing agricultural production for shipment.

4. The Peruvian Government shall provide: (a) complete furnishings, services, and equipment, except scientific equipment and apparatus not produced or manufactured in Peru, for the laboratory, office, and library building; (b) an adequate and pure water supply; (c) recreational facilities such as tennis courts, swimming pool, et cetera; (d) a graduate medical doctor and surgeon at the existing hospital at Tingo Maria; (e) agricultural publications, necessary to the proper functioning of the station, including reference books, noncurrent journals, and all journals and bulletins published outside of the United States, as well as the binding of journals; and (f) the funds necessary for the preparation, printing and distribution of four types of publications to be issued by the station as follows:

(1) A popular Spanish periodical written for the farm family and containing articles by the staff and other qualified persons on such subjects as health, hygiene, community organization, information on the Amazonas region, aims of the experiment station, treatment of agricultural practices and methodology.

(2) farm circulars written in Spanish and issued as required, dealing with specific farm practices or products,

(3) technical bulletins in English or Spanish dealing with the results of specific scientific investigation at the station, and

(4) an annual report in Spanish, covering the work of the station performed during the year, and the status of agriculture in the region;

(g) the services of at least one Peruvian scientist to cooperate with the scientists detailed to Peru by the United States Department of Agriculture, and the services of technologists qualified in the fields of land-surveying, topography, drainage, drafting, minor construction, botany, entomology, chemical analysis, and library management; (h) stenographers, clerks, mechanics, machinists, field plot and laboratory assistants, and such unskilled labor as

may be necessary to conduct the work of the experiment station; and (i) the transportation expenses incurred by Peruvian and United States members of the station staff for travel on station business within Peru. The Peruvian Government also undertakes, when possible, to maintain Peruvian students in graduate study in each of the fields of agriculture in colleges or universities in the United States.³

5. The Government of the United States of America, through the United States Department of Agriculture, and subject to the availability of funds for the purpose, agrees to provide; (a) the services of scientists to perform the functions of director of the station, agronomist, plant geneticist and breeder, pedologist, animal husbandman, rubber specialist, and agricultural extension specialist; (b) current scientific journals on plant and animal science published in the United States; (c) scientific equipment and apparatus not produced or manufactured in Peru; (d) stoves and refrigerators not manufactured in Peru, for the residences of the staff; (e) hand and mechanical tools for the station shops; (f) hospital equipment for the treatment of emergency cases; and (g) for the designing of all buildings, including residences for the Peruvian and North American members of the staff.

6. The Government of the United States of America and the Government of Peru mutually agree: (a) that the agricultural experiment station shall be governed by a commission composed of one representative of each of the two Governments; that the commission shall have authority to make all appointments after approval by the Peruvian Government, and to direct and supervise the work and in general have full responsibility and authority in all matters necessary to the proper functioning of the station, provided that the governing commission may delegate to the Director of the station such of its functions as it may deem fit; (b) that the United States Department of Agriculture shall provide the services of an executive secretary to assist the governing commission; (c) that, exclusive of salaries of the scientists made available to the station by the United States Department of Agriculture, the obligations of the United States Government shall not exceed \$60,000 the first year, nor more than \$40,000 in any one fiscal year thereafter; (d) that the furnishing of the items described under clauses (c), (d), (e) and (f) of numbered paragraph 5, of this Agreement shall be contingent upon the availability of supplies of such items in the United States; and (e) that the obligations assumed by the Government of Peru under numbered paragraph 3, and clauses (a), (b) and (c) of numbered paragraph 4, shall not be construed to commit the Peruvian Government to an additional expenditure in excess of 1,000,000 soles.

7. This Agreement shall come in force on the day of signature and shall continue in force for a period of ten years, unless the Congress of either

³ For an amendment to para. 4, see agreement of Mar. 17 and June 1, 1948 (TIAS 1866), *post*, p. 1274.

country shall fail to appropriate the funds necessary for its execution in which event it may be terminated on sixty days written notice by either Government.

For the United States of America:

CLAUDE R. WICKARD
Secretary of Agriculture

For the Republic of Peru:

DAVID DASSO
Minister of Finance

WASHINGTON, D.C.
April 21, 1942